

RETURN DATE: APRIL 20, 2021	:	SUPERIOR COURT
	:	
ERIC J. MALON	:	HOUSING SESSION
	:	
V.	:	AT BRIDGEPORT
	:	
TRACY C. DO	:	MARCH 29, 2021

COMPLAINT

FIRST COUNT: UNJUST ENRICHMENT

1. The Plaintiff, Eric J. Malon (hereinafter “the Plaintiff”), is the owner of the property located at and known as 1 Lyndale Park, Westport, Connecticut (the “Premises”).
2. The Defendant, Tracy C. Do, (hereinafter “the Defendant”), is an occupant in possession of the subject Premises by virtue of a romantic relationship between the Plaintiff and the Defendant. The Defendant began occupying the subject Premises as an invitee of the Plaintiff in and around March 2011.
3. The Defendant initially occupied the Premises as an invitee of the Plaintiff.
4. In or around 2017, the romantic relationship between the parties terminated.
5. Despite the Plaintiff’s continued requests that the Defendant vacate the Premises, the Defendant continues to use, occupy and trespass upon the Premises. The Defendant’s use, occupancy and trespass has become increasingly problematic in that the Defendant has sued the Plaintiff in a civil suit, used her unlawful access to the Premises to both destroy, abscond with and rummage through the Plaintiff’s personal property and has escalated tensions within the Premises.
6. By virtue of the termination of the relationship, the Defendant is no longer an invitee of the Plaintiff, and the Plaintiff has demanded that the Defendant vacate

the Premises by virtue of the fact that the Defendant is not a owner, tenant or invitee of the Premises.

7. Subsequent to the Plaintiff's numerous demands that the Defendant vacate the Premises, the Defendant remained and continues to remain in possession of the Premises, without any agreement with or permission from the Plaintiff owner that she may continue to use and occupy the property without providing the owner the fair rental value for said use and occupancy in the amount of \$10,000 per month.
8. To date, the Defendant refuses to pay any sums for her continued use and occupancy of the Premises, nor has the Defendant made any attempt to vacate the Premises.
9. As a result of the termination of the romantic relationship, the Defendant has no further right or privilege to possess or occupy the Premises, to the extent that any such right or privilege ever existed.
10. As a result of the termination of the romantic relationship, the Defendant is neither an owner, tenant, or invitee with respect to the Premises, and any right or privilege the Defendant may have had to possess or occupy the Premises has terminated.
11. As a result of the Defendant's unlawful possession and use and occupancy of the Premises, the Plaintiff has unjustly absorbed all charges, costs and expenses related to the Premises without being compensated for the Defendant having full use, occupancy and possession of the Premises.
12. Based on all the foregoing, it is contrary to equity and good conscience for the Defendant to retain an unjust benefit which has come to her at the expense of the

Plaintiff, who has received no benefit in exchange for the Defendant's unlawful possession and use and occupancy of the Premises.

13. Based on all the foregoing, the Defendant has been unjustly enriched to the Plaintiff's detriment, and the Plaintiff has thereby suffered damages.

WHEREFORE, the Plaintiff prays for:

1. Damages;
2. Costs;
3. Interest;
4. Whatever other legal or equitable relief the Court deems just and appropriate.

THE PLAINTIFF

By: 

Lori A. DaSilva-Fiano
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Juris No.: 069695

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AMOUNT IN DEMAND

The amount in demand in the above-captioned matter is greater than \$15,000,
exclusive of interest and costs.

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